

**MCCOMB RECREATION
DEPARTMENT**

**SPORTS PARK
Conference Room/Event**

LEASE AGREEMENT

SECTION 1: DEFINITIONS

- A. The McComb Sports Park of the City of McComb: Hereinafter called the Sports Park means any meeting room, office, concession/kitchen area, gift shop, or other facility (including all paved and unpaved areas) located 701 South Magnolia Street McComb, MS 39648 under the jurisdiction of City of McComb.
- B. Recreation Programmer employed by the City of McComb to schedule the Sports Park events, activities and programs. The Recreation Programmer or an authorized representative is present during the use of the facility or grounds and has access to all rooms of the facility and grounds at all times and is responsible for locking and unlocking.
- C. Lease: As used herein means the written Rental Agreement issued to an applicant by the Sports Park Management or its authorized representative for use of the Sports Park or any portion thereof under the authority and condition as herein provided, including any amendment or supplement to such an agreement.
- D. Lessee: As used herein includes any person, association, public organization, partnership, company or corporation that is granted a contract to use any part of the Sports Park in accordance with these regulations. Person must be an adult (age 21).

SECTION 2: RIGHT TO ALTER REGULATIONS AND RENTAL RATES

The Department of Recreation reserves the right to change, alter, amend or cancel any or all of the regulations and rental rates contained herein at any time. The Department of Recreation reserves the right to cancel any reservation for the use of the Sports Park due to local, state or federal emergency needs. A full refund will be given in this event. The user may not use the facility for any other than the stated purpose. Failure to comply can cause cancellation of the event.

SECTION 3: AUTHORITY

Violations of these regulations and rental rates or any portion thereof may result in cancellation of use of facility which may impact future use of facility.

The Department of Recreation Management, hereinafter referred to as management shall have full responsibility for the operation of the Sports Park and shall act on behalf of the City of McComb. The management shall be authorized to enter into agreements subject to Sec. 2 (above). The right is reserved by the manager or other duly authorized representatives of the City of McComb to enter the Sports Park and all parts thereof at all times.

SECTION 4: RENTALS AND RENTAL AGREEMENT

All rentals of Sports Park facilities will require a signed rental agreement between the Lessee and the City of McComb Department of Recreation through its duly authorized representatives. No verbal agreements for the use of the Sports Park will be valid.

SECTION 5: RESERVATION INFORMATION

- A. Reservations will be taken at the offices of the McComb Sports Park Monday through Friday, except for official holidays, between the hours of 8:00 A.M. until 12:00 Noon and 1:00 P.M. until 5:00 P.M. Correspondence or requests for information need to be mailed to the following address:

McComb Sports Park
701 S. Magnolia St.
McComb, MS 39648
Or
McComb Sports Park
P.O. Box 667
McComb, MS 39649

Telephone reservations and information may be obtained by:

Phone: 601-684-3056

- B. The Sports Park will be rented on a first-come first-served basis. Reservation request conflicts will be resolved by the management or his authorized Representative.
- C. Reservation Confirmation: A reservation for the Sports Park will be considered confirmed only upon the receipt in the Sports Park office of a signed Lease Agreement accompanied by the prescribed minimum down payment or other appropriate fee as described herein.
- D. Telephone reservations will be accommodated by the City of McComb Department of Recreation. All such verbal reservations must also be confirmed in accordance with the reservation confirmation procedures no later than ten calendar days following the issuance of the Rental Agreement. If the signed rental agreement is not returned within ten calendar days following the issuance of the rental agreement, the reservation is automatically void.
- E. Reservations for an event can be made no more than one (1) year in advance.

SECTION 6: RENTAL HOURS

The Sports Park Conference Room/ facilities may be reserved for meetings/ events during regular business hours 8:00 A.M. until 12:00 P.M. and 1:00 P.M. to 5:00 P.M. A thirty minute setup and cleanup period will be allowed before and after the meeting at no additional charge. Any additional time for setup and cleanup preparations exceeding the thirty minutes allowed for each will result in a charge of the normal hourly rate.

Special request for time extensions or meetings after normal business hours and on weekends should be made in writing to the Department of Recreation Administration.

SECTION 7: RENTAL RATES

Pre-Event and Post Event Meeting

- A. It is MANDATORY that the Lessee arranges a pre-event meeting with the facility manager, a minimum of five (5) days prior to the event.
- B. All requirements, seating arrangements, special equipment, entry and exit times must be scheduled.
- C. Post event meeting can be scheduled to go over lessons learned and improvement issues.

Rates:

Conference Room for meetings/events

- a. Monday – Friday, 8am – 5pm: \$50/hr with 2hr. minimum
- b. Evening and Weekend: \$75/hr with 2hr. minimum

Additional amenities for meetings may be arranged with thirty (30) days notice at the following rates:

		<u>Qty.</u>	<u>Total Cost</u>
-Coffee	\$10 (2 pots)	___	_____
-Pastries	\$50 for 50 people and under, \$100 for 100 people and under	___	_____
-Light Lunch (M-F)	\$50/tray will feed 25 people	___	_____
Visual Aid Equipment	\$10	___	_____
Sound Equipment	\$10	___	_____

Deposit:

- Conference room deposit is thirty dollars (\$30) to be paid thirty (30) days

prior to event.

SECTION 8: CLEANING REQUIREMENTS

Lessee must clean up any and all trash and remove any equipment within the contract lease period; otherwise, additional fees may be charged or deducted from deposits for the additional time used. Lessee is responsible for cleanup of the facility similar to pre-event condition.

SECTION 9: FIRE & SAFETY REGULATIONS

The City of McComb Fire Code will be enforced at all events. Fire and Safety Regulations: Exits shall not be blocked or covered. Violations of these rules and regulations will result in removal from facility property.

- a. Absolutely no drinking of alcoholic beverages.
- b. No horseplay, practical jokes, etc.
- c. Use or possession of illegal, or controlled substances or a look-a-like and/or firearms of any kind is prohibited; violators will be prosecuted.
- d. No speeding or reckless use of vehicles or equipment will be permitted.
- e. Exit doors may not be blocked with equipment, display materials, etc.
- f. Regular exit doors, walkways and fire extinguishers shall not be blocked.
- g. Marked fire lanes will be kept open at all times.

Fire Detection and Reporting System: Upon activation of a heat/smoke detector in the Sports Park an audible alarm will sound in the building and alarm notification will go to the McComb Fire Department. If you discover a fire, contact the facility manager, or call 911. The Sports Park Administrative office becomes the command post in all emergency situations.

Building Capacities of all facilities are posted in the buildings and will be enforced by the Fire Marshall at all events. It is the Lessee's responsibility to conform to these capacity ratings.

Building Occupant Capacities:

Conference Room: Maximum 100

SECTION 10: SETUPS

- A. Conference room tables and chairs may be used in the building. Tables and chairs are not permitted outside of the building.
- B. Tables and chairs are for exclusive use of the Lessee and will not be sublet by the Lessee.

SECTION 11: LIABILITY FOR LESSEE'S PROPERTY

Neither the City of McComb, nor its employees shall be liable for any lost, damaged or injury to property of any kind that is shipped or otherwise delivered to or stored in or on the premises. Property shall not be received until Lessee has made proper arrangements for receiving, handling, and storage of such materials with the Sports Park management.

SECTION 12: OBSERVANCE OF LAWS AND REGULATIONS

The Lessee shall comply with all city, county, state and federal laws, and with regulations pertaining to the Sports Park. Violations by the Lessee or its agents or employees may result in cancellation of the lease and/or discontinuation of use of the facility.

SECTION 13: OBJECTIONABLE CONDUCT

Any person at the Sports Park whose conduct is disorderly or disruptive in one or more of the following respects, may be ejected from the premises by Manager or the Manager's designated representative or any police officer:

Intoxication;

Use of abusive, indecent, profane or vulgar language;

Making offensive gestures or displays;

Abusing or threatening another person in an obviously offensive manner or fighting with another person;

Making unreasonably loud noise;

Vandalism.

The Lessee for the event at which any such ejection occurs shall hold harmless, indemnity and defend the City, its officers, agents and employees against any claim related to any such ejection.

SECTION 14: OBSTRUCTION OF ACCESS

No portions of the sidewalks, entries, walkways, passageways, doors, aisles, vestibules or other ways of access to the public utilities of the premises shall be permitted to be obstructed, nor shall any windows, ventilators or lighting fixtures be obstructed.

SECTION 15: ABANDONED EQUIPMENT OR ARTICLES

The City shall not be held responsible for property left on the premises. Said articles shall remain on the Sports Park premises for 30 days and then shall be deemed abandoned by the Lessee and may be disposed of by the Manager. The City assumes no responsibility for losses when such losses are caused by theft or disappearance.

SECTION 16: SOLICITATIONS

No Lessee shall solicit or collect donations at the Sports Park without the approval of the manager.

SECTION 17: BASIC SERVICE

A. The Sports Park rental includes the following services as required for any event:

- Electricity (wall outlets)
- Lights
- Water
- Public address system
- Heat and/or air conditioning
- Table/chair setups

B. Failure to furnish any of the services as noted in Subsection A above resulting from circumstances beyond the control of the Sports Park will not be considered a breach of contract by the City.

C. Presentation equipment may be reserved with a 30 day notice to the management.

SECTION 18: BASIC REQUIREMENTS AND CLEANUP

User of the Sports Park agrees to:

Clear tables of any debris of food;

Bag and remove all trash to outside containers-Any trash which will create odors must be removed;

Use of nails, tacks, staples or scotch tape during presentation or meeting setup is strictly prohibited;

Remove all personal belongings at end of event;

No tape such as duct, electrical or other is allowed on floors;

Pick up trash in parking lot;

Clean up spills on tables, chairs and floors;

All guests are the responsibility of the renter and should remain inside the room of the event, unless using facilities outside of rented area. (i.e. restrooms or telephones)

If facility is clean and no damage is done, the deposit will be mailed no later than thirty (30) days after the event.

SECTION 19: FOOD AND BEVERAGE SERVICE

- A. No alcoholic beverage will be allowed in the Sports Park. Full deposits will be forfeited for non-compliance as well as possible discontinuation of the event.
- B. Food and beverage can be catered at the facility. (All beverage products must be approved by the Sports Park Management and must not conflict with our beverage sponsorship agreement.)
- C. The Sports Park Management will not allow food and beverage to be sold at the facility. All matters concerning food and beverage must be considered with the facility manager and the kitchen manager.

ABSOLUTELY NO SMOKING IS PERMITTED IN THE SPORTS PARK. FULL DEPOSIT WILL BE FORFEITED FOR NON-COMPLIANCE. PLEASE NOTIFY GUESTS OF THIS REGULATION.

Business Name: _____

Lessee's Name: _____

Deposit: _____

Rental Fee: _____

Additional Charges: _____

Total: _____

Date of Event: _____

Lessee's Signature: _____ Date: _____

(FOR OFFICE USE ONLY)

Authorized By: _____ Date: _____